

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
THIRD CHURCH OF CHRIST, SCIENTIST, of
NEW YORK CITY

Plaintiff,

- against -

THE CITY OF NEW YORK and PATRICIA J.
LANCASTER, in her official capacity as
Commissioner of the New York City Department
of Buildings,

Defendants.
-----X

07 Civ. 10962 (DAB)

**DECLARATION OF
SONA OLSON IN OPPOSITION
TO MOTION TO COMPEL
DISCLOSURE PURSUANT TO
SUBPOENA**

I, **SONA OLSON**, pursuant to 28 U.S.C. §1746, declare as follows:

1. I am the Director of Facilities of the Roman Catholic Church of St. Ignatius Loyola ("St. Ignatius"), which is not a party to the above action. I respectfully make this declaration based on my personal knowledge, and in opposition to plaintiff Third Church of Christ, Scientist, of New York's ("Plaintiff") motion to compel compliance with a non-party subpoena that it served on St. Ignatius demanding documents and a deposition.

2. In or about January 2008, I received a phone call from Ave Maria Brennan, who introduced herself as an attorney representing the City of New York (the "City"). She informed me that Plaintiff had a dispute with the City concerning a permit allowing catering use at its premises which was revoked because the catering use was not an "accessory use." Ms. Brennan also informed me that St. Ignatius was mentioned in the complaint, but not a party. She asked me several questions concerning St. Ignatius' use of its social hall, Wallace Hall, located in the

basement of St. Ignatius, and then asked if I would sign a paper containing the information I supplied which I did. I did not, at that time, consult with an attorney and did not intend to waive any rights of St. Ignatius to protect the privacy of its records and contracts. (A copy of my Declaration, dated February 5, 2008, which, upon information and belief, was submitted by the City to this Court is attached as Exhibit "A".)

3. Thereafter, St. Ignatius received a subpoena served by Plaintiff demanding production of eight (8) years of records, and that I submit to a deposition.

4. I have examined the subpoena and affirmatively state that St. Ignatius possesses no documents responsive to the subpoena other than email communications between Ms. Brennan and St. Ignatius, a post-card depicting Wallace Hall, and rental contracts. (My paragraph by paragraph "Response to Subpoena" is attached hereto as Exhibit "B.")

5. The rental contracts are between St. Ignatius and congregants or others concerning the rental of Wallace Hall. These contracts are confidential, as well as immaterial to the dispute between Plaintiff and the City as fully set forth in St. Ignatius' Memorandum of Law In Opposition to Motion to Compel. Indeed, St. Ignatius' members and/or nonmembers who have held their weddings, confirmations, anniversaries, and other celebrations at St. Ignatius have an expectation of privacy and are entitled to keep the details of their private affairs private, and confidential. Also, St. Ignatius does not publish nor otherwise communicate the fees that it charges for renting Wallace Hall, and wishes to maintain such information confidential. Other churches, such as Plaintiff, should not be permitted to discover the terms and conditions of St. Ignatius' privately negotiated agreements that have no bearing on the dispute at issue, and which may be used competitively against St. Ignatius in the arena of church venues social events.

6. I understand that Plaintiff offered to limit the subpoena's scope to three (3) years,

however, the rental contracts between St. Ignatius and its congregants and others who have rented Wallace Hall should be kept confidential, and not disclosed to the public because they have no bearing on the issue of whether or not Plaintiff's catering use of its premises is "accessory use."


7. St. Ignatius is fundamentally different from Plaintiff because: (a) St. Ignatius has not leased any portion of Wallace Hall to another party; (b) St. Ignatius has no contractual relationship with any outside caterer, or third-party, concerning the use of its premises, including Wallace Hall; (c) no outside entity is permitted to exercise dominion or control over St. Ignatius, and only St. Ignatius decides who, when, and why its premises will be used; and, (d) St. Ignatius conducts three (3) masses each weekday, six (6) masses each weekend, and numerous religious educational programs.

8. St. Ignatius has only rented Wallace Hall to a non-congregant on nine (9) occasions in the past year (September 2006 through September 2007) compared to 159 events related to the parish and the parish affiliated schools (i.e. Loyola School, Saint Ignatius Loyola Grammar School and Regis High School).

9. For these reasons, and those set forth in St. Ignatius' Memorandum of Law in Opposition to Plaintiff's Motion to Compel, St. Ignatius' rental contracts should not be subject to disclosure. Therefore, St. Ignatius respectfully requests that the motion to compel compliance with the subpoena served by Plaintiff be denied in its entirety.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2008.



Sona Olson

EXHIBIT "A"
to the Declaration of Sona Olson

SONA OLSON, declares under the penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am the Director of Facilities of the Church of Saint Ignatius Loyola located at 980 Park Avenue in Manhattan (the "Church"). I make this declaration based on my personal knowledge.

2. One of the facilities at the Church is Wallace Hall. For the time period of September 2006 to September 2007 Wallace Hall was used for 168 "events".

3. There were one hundred twenty-six (126) parish related events, e.g., a shelter for fourteen weekends a year, memorial receptions, ministry nights, lectures, music programs, spiritual direction programs and religious education in Wallace Hall during this time period. In addition to these 126 events, Wallace Hall was used for Mass every Sunday for ten months a year. During this time period (and excluding the use for Sunday Mass), seventy-five percent (75%) of the events at Wallace Hall were parish related events.

4. The Loyola School, Saint Ignatius Loyola Grammar School and Regis High School (all parish affiliated schools) and certain non-affiliated schools also held twenty-four (24) school related events in Wallace Hall. None of these events were catered events and sometimes parents would bring their own food for a type of "potluck" dinner. Sixteen percent (16%) of the total number (168) of events were of this type.

5. In addition, to the Parish related and affiliated school events, there were nine (9) rental events held at Wallace Hall that were "catered" events with outside caterers. There is no one "Wallace Hall" caterer. These nine events comprise five percent (5%) of the number of events (168) at Wallace Hall.

6. Finally, four percent (4%) of the events at Wallace Hall were rental events without caterers.

Dated: New York, New York
February 5, 2008



SONA OLSON

EXHIBIT "B"
to the Declaration of Sona Olson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
THIRD CHURCH OF CHRIST, SCIENTIST, of :
NEW YORK CITY :

Plaintiff, :

- against - :

THE CITY OF NEW YORK and PATRICIA J. :
LANCASTER, in her official capacity as :
Commissioner of the New York City Department :
of Buildings, :

Defendants. :
-----X

07 Civ. 10962 (DAB)

RESPONSE TO SUBPOENA

I, **SONA OLSON**, pursuant to 28 U.S.C. §1746, declare as follows:

1. I am the Director of Facilities of the Roman Catholic Church of St. Ignatius Loyola ("St. Ignatius"), and make this declaration based on my personal knowledge. I respectfully submit this declaration in response to the non-party subpoena served by plaintiff Third Church of Christ, Scientist, of New York ("Plaintiff") on St. Ignatius.

2. I have reviewed the subpoena, and notwithstanding St. Ignatius' counsel's objections to the subpoena, particularly that the documents subpoenaed are immaterial and not probative, St. Ignatius responds as follows:

Paragraph 1: Information about Wallace Hall is available on its website, and St. Ignatius has a post-card depicting Wallace Hall. (A copy of the post-card is annexed hereto as Exhibit "A".) There are no documents concerning attendance at events. Other documents responsive to Paragraph "1" of the Subpoena are rental agreements between St. Ignatius and persons renting

Wallace Hall. St. Ignatius objects to disclosing the rental agreements because they are confidential, proprietary in nature, and immaterial to Plaintiff's dispute with the City.

Paragraph 2: There are no documents setting forth the number of hours each year that the Premises are used for Social Events, nor the number of hours taken to set up and clean up.

Paragraph 3: There is no Certificate of Occupancy for St. Ignatius which was constructed prior to 1938.

Paragraph 4: There are no communications with the City regarding the use of the Premises, or whether past, current or planned use of the Premises is or was an "accessory use" under the Zoning Resolution or other land use regulations other than recent communications between myself, Sona Olson, and Ave Maria Brennan set forth in email communications annexed hereto as Exhibit "B".

Paragraph 5: There are no financial statements or reports submitted to any taxing or other authority regarding revenues generated by Social Events.

Paragraph 6: There are no documents concerning any analysis, investigation, or communication regarding the taxation of revenues generated by Social Events.

Paragraph 7: There are no documents concerning any application for any permit, license or other permission from the City to conduct Social Events, and the issuance or renewal of any such permit, license or other permission, formal or informal.

Paragraph 8: There are no documents of any communication with the City concerning the (a) issuance, (b) absence, and/or (c) need for a permit, license or other permission, formal or informal, to conduct Social Events at the Premises.

Paragraph 9: St. Ignatius has no contractual relationship for performance of services, repairs, improvements, rent, or any other purposes, with any Outside Caterer or entity. For the most part, food and drink consumed at social events are brought in by the congregants. To a lesser extent, a social event is catered at which time a caterer is chosen by the person sponsoring the event.

Paragraph 10: The venue for social events at St. Ignatius is "Wallace Hall." No other names, trademarks, or designations are used.

Paragraph 11: There are no documents or communications related to or concerning any allegation in the Complaint, or any relevant fact, claim or defense in the Action except telephone communication between myself, Sona Olson, and Ms. Brennan; the email exchange between myself, Sona Olson, and Ms. Brennan, annexed as Exhibit "B"; and my Declaration, dated February 5, 2008, which was previously filed by the City.

Paragraph 12: No communications with the City or with Elected Officials concerning the Action except those set forth above in paragraph "11" above.

Paragraph 13: Social Events can be hosted by any member of the general public subject to the discretion of St. Ignatius and by members of the congregation.

Paragraph 14: No signs or other indicia of the religious identification of the Premises are ever removed, obscured or covered during Social Events. The primary purpose of St. Ignatius is its religious mission and therefore, at all times, the religious purpose is maintained and never obscured.

Paragraph 15: See Paragraph "11" above for all communications with the City concerning the making of the declaration submitted in support of the City's Opposition to Plaintiff's Motion for a Preliminary Injunction.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2008

A handwritten signature in black ink, appearing to read "Sona Olson", written in a cursive style.

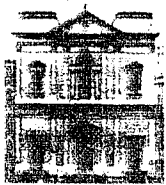
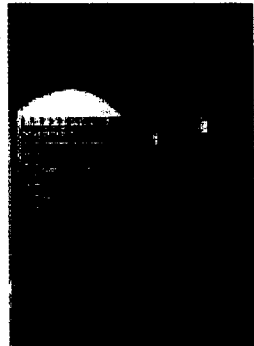
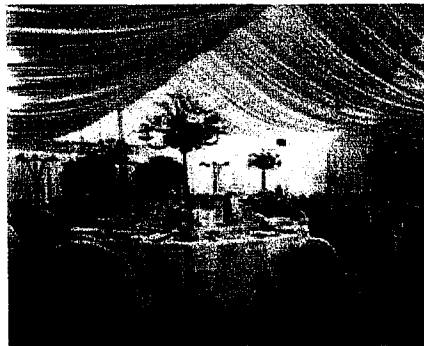
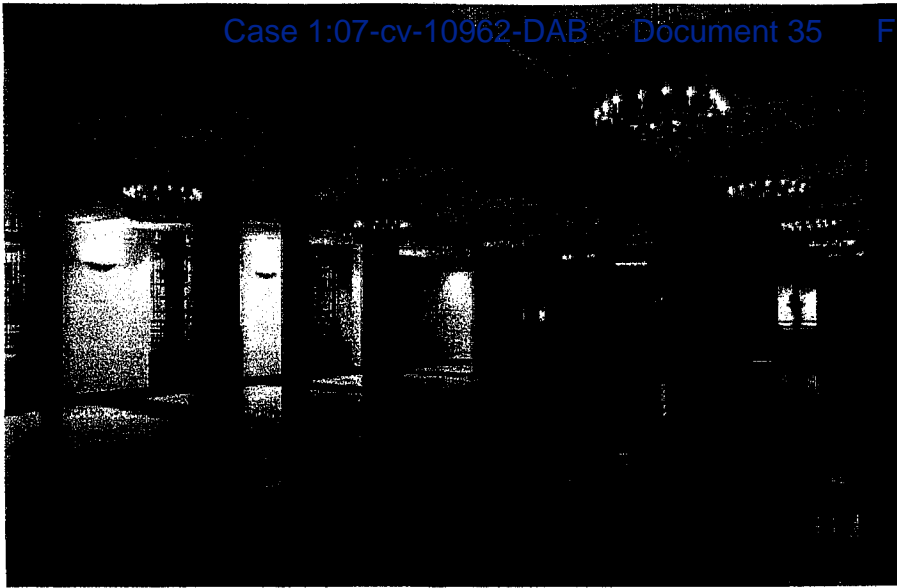
Sona Olson
Facilities Director
Church of St. Ignatius Loyola

EXHIBIT "A"
to Response to Subpoena

WALLACE HALL

EVENT SPACE

980 PARK AVE. & 84TH ST., NY



Church of Saint Ignatius Loyola
Roman Catholic
980 Park Avenue New York NY 10028
(212) 288-3588

The Jesuits
Society of Jesus

Below the main level of the 1800's landmark Church of St. Ignatius Loyola lies **WALLACE HALL**, one of Manhattan's most beautiful, versatile and recently refurbished rental spaces. Its entrance on Park Avenue leads through a stone archway into a soaring vaulted space, adorned on 3 sides with large stained glass windows (backlit at night).

Wallace Hall offers:

- 8,000 square foot of floor space for up to 400 seated guests
- 30-foot high ceiling with flexible lighting options
- Terrazzo floor suitable for dancing
- Fully equipped, wooden floor stage (40 feet wide and 30 feet deep)
- Modern, flexible sound system
- Central air conditioning
- Commercial-standard kitchen with optional extension
- Security personnel

For additional information, contact the Wallace Hall Event Coordinator, Vitina Varone, at wallacehall@saintignatiusloyola.org

A portion of the rental fee may be considered tax deductible.

EXHIBIT "B"
to Response to Subpoena

212 791-9714 FAX

Sona Olson

From: Brennan, Ave Maria [abrennan@law.nyc.gov]
Sent: Friday, February 01, 2008 9:17 AM
To: Sona Olson
Subject: RE: Third Church of Christ Scientist

Maybe we can have a sentence or two about this in the declaration-just as you wrote.

From: Sona Olson [mailto:olsonson@saintignatiusloyola.org]
Sent: Friday, February 01, 2008 9:16 AM
To: Brennan, Ave Maria
Subject: RE: Third Church of Christ Scientist

We have a preferred list of caterers that we recommend to people. We have this preferred list because they are familiar with the rules of how to operate in the space, about properly bagging of garbage etc. However, if someone comes with their choice of caterer we agree and meet with them just to describe what our rules are and to make sure they understand our needs.

Sona

From: Brennan, Ave Maria [mailto:abrennan@law.nyc.gov]
Sent: Thursday, January 31, 2008 6:20 PM
To: olsonson@saintignatiusloyola.org
Subject: Third Church of Christ Scientist

I just thought of something.
Plaintiff alleges the following about Wallace Hall:

Capacity - 250

Availability - "Wallace Hall is available for rental for events for non-congregants. Uses designated outside caterer."

Do you have any idea about this "uses designated outside caterer" statement?

If untrue, we can set the record straight.

Not a major point, but I thought I would ask you about it.

Thanks.

3/7/09

Ave Maria Brennan

Counsel for City
of NY

Subpoena
Third Church of
Christ Scientist

2/1/2008

Sona Olson

From: Brennan, Ave Maria [abrennan@law.nyc.gov]
Sent: Tuesday, February 05, 2008 12:57 PM
To: Sona Olson
Subject: RE: 583 Park Avenue

Thanks. I'll put this information into the declaration.

From: Sona Olson [mailto:olson@stagnatiusloyola.org]
Sent: Tuesday, February 05, 2008 12:54 PM
To: Brennan, Ave Maria
Subject: RE: 583 Park Avenue

The 75% represents the following categories of Parish Activities:

Parish Activities

70 includes Shelter Weekends, IREP Parents Meetings, Memorial Reception, Ministry Nite, etc.

Music Department Activities

46 includes rehearsals, lectures, post concert receptions

10 Parish Sponsored Lectures: The Metropolitan Art Series, Faith And Science Lectures, etc.

126 in total which represents the 75% of the total which is 168 Total Events in Wallace excluding the Mass every Sunday for 10 months.

24 Affiliated School Events

2 Non Affiliated School Events with out caterer

7 Rentals without caterer

9 Rentals with caterer; not the same caterer for each event.

Total minus the Wallace Hall Mass every Sunday for 10 months is 168.

Hope this clarifies what you need.

Sona

From: Brennan, Ave Maria [mailto:abrennan@law.nyc.gov]
Sent: Tuesday, February 05, 2008 12:09 PM
To: Sona Olson
Subject: 583 Park Avenue

Can you give me the number of the four types of events held.
I have the percentage and the total but I would like to say that
x number of events were held and this is 75%.

I only have the number for catered events (9)

Thanks.

2/5/2008

Sona Olson

From: Sona Olson [olsons@saintignatiusloyola.org]
Sent: Friday, March 07, 2008 4:47 PM
To: 'Brennan, Ave Maria'
Subject: Subpoena Served on Church of St. Ignatius Loyola

Dear Ave,

I signed for a Subpoena served on the Church of St. Ignatius Loyola by the Lawyers for the Third Church of Christ, Scientist. I would like to messenger it to you on Monday March 11 and see what you think I should do. I really don't want to have to hire a lawyer, but if I must, I will. Please advise.

Thanks,

Sona M. Olson
Director of Facilities
Church of St. Ignatius Loyola

980 Park Avenue
New York, NY 10028

212 288-3588 Phone
212 249-3565

e-mail olsons@saintignatiusloyola.org

3/7/2008